

**Departmental Examination of Engineering Officers
December – 2016**

LAW OF CONTRACT AND ARBITRATION

(Without Books)

Full Marks – 100

Time – Three hours

The figures in the margin indicate full marks
for the questions.

GROUP - A

1. Answer any 2 (*two*) questions : $2 \times 5 = 10$
- (i) What are the agreements said to be opposed to public policy ?
 - (ii) What is anticipatory breach of contract ? Discuss the rights of promisee in such a case.
 - (iii) What are the different modes in which a contract may be discharged ?
 - (iv) Define the following :
 - (a) Free consent
 - (b) Undue influence.

[Turn over

2. From the four options given against each of the following questions, select the best/ correct option and write in the answer sheet : $15 \times 2 = 30$

(i) An agreement enforceable by law is a contract under section

(a) 2(c)

(b) 2(g)

(c) 2(h)

(d) 2(j).

(ii) The person making a proposal is called

(a) employer

(b) client

(c) promisor

(d) promisee.

(iii) A proposal may be revoked

(a) within 7 days after the communication of acceptance is complete as against the proposer.

(b) within 15 days after the communication of acceptance is complete as against the proposer.

- (c) within 30 days after the communication of acceptance is complete as against the proposer.
 - (d) at any time before the communication of its acceptance is complete as against the proposer.
- (iv) Consent is said to be free when it is not caused by
- (a) undue influence, as defined in section 16
 - (b) misrepresentation, as defined in section 18
 - (c) coercion, as defined in section 15
 - (d) all of the above.
- (v) A proposal when accepted becomes
- (a) promise under section 2(b)
 - (b) agreement under section 2 (b)
 - (c) contract under section 2 (h)
 - (d) none of the above.

(vi) Which is correct ?

- (a) proposal + acceptance = promise
- (b) promise + consideration = agreement
- (c) agreement + enforceability = contract
- (d) all of the above.

(vii) Acceptance to be valid must

- (a) be absolute
- (b) be unqualified
- (c) both be absolute & unqualified
- (d) be conditional.

(viii) Competency to contract relates to

- (a) age of the parties
- (b) soundness of mind of the parties
- (c) both age & soundness of the mind
- (d) intelligence of the parties.

(ix) Where both the parties are under mistake as to matter of fact, the contract under section 20 is

(a) voidable

(b) void

(c) valid

(d) illegal.

(x) If only a part of the consideration or object is unlawful, the contract under section 24 shall be

(a) valid to the extent the same are lawful

(b) void to the extent the same are unlawful

(c) void as a whole

(d) valid as a whole.

(xi) A contract based on the happening or non-happening of a future event under section 31 is called

(a) a contingent contract

(b) a wagering contract

(c) a contract marked with uncertainty and hence void

(d) none of the above.

(xii) An agreement to do an act impossible in itself under Section 56 is

- (a) void
- (b) valid
- (c) voidable
- (d) unforceable.

(xiii) In cases of joint promise, generally a promise can compel

- (a) all the joint promisors to perform
- (b) any one of them to perform
- (c) some of them to perform
- (d) none of the above.

(xiv) Where one of the joint promisors makes a default in contribution of performance

- (a) the other joint promisors have no right against the defaulter
- (b) have to bear the loss in equal share
- (c) not supposed to bear the loss
- (d) the contract becomes void to that extent.

(xv) When did the Indian Contract Act, 1872 come into force ?

(a) 1st September

(b) 5th September

(c) 7th September

(d) 25th April.

GROUP - B

3. Answer any 2 (*two*) questions : $2 \times 5 = 10$

(i) What is arbitration agreement ? What are essentials of an arbitration agreement ?

(ii) Discuss the composition of Arbitral Tribunal indicating the provision of number of arbitrators and the appointment of arbitrators as per the Arbitration & Conciliation Act, 1996.

(iii) Discuss the provision regarding number of conciliators and their appointment as per the Arbitration & Conciliation Act, 1996. What is the role of conciliator ?

(iv) Who fix the "costs" of the conciliation and mention the different components which are included in fixing the costs ? Who bear the costs of conciliator ?

4. From the four options given against each of the following questions, select the best/ correct option and write in the answer sheet : $5 \times 2 = 10$

(i) As per Section-3 of Arbitration & Conciliation Act, 1996, the written communication

(a) is deemed to have been received on the day it is delivered.

(b) is deemed to have been received on the day it is signed by the competent authority.

(c) is deemed to have been received on the 15th day of its dispatch.

(d) none of the above.

(ii) The Arbitral Tribunal can decide following question affecting its jurisdiction

(a) whether there is arbitration agreement ?

(b) whether the arbitration agreement is valid ?

(c) whether the contract in which the arbitration clause is found is null and void, and if so, whether the invalidity extends to the arbitration clause ?

(d) all of the above.

(iii) Part I of the Arbitration and Conciliation Act, 1996 applies where

- (a) the place of arbitration is in India.
- (b) the place of arbitration is outside India, but is in Asia.
- (c) the place of arbitration is outside India, but is in Europe.
- (d) the place of arbitration is anywhere in the world.

(iv) Arbitral proceedings commence

- (a) on the date on which a request for a dispute to be referred to arbitration is received by the respondent.
- (b) on the date when the respondent gives consent to the appointment of the arbitrator.
- (c) on the date when the arbitrator issues notice of the parties.
- (d) on the date when the statement of claim and written submission of defense is made.

(v) An arbitral award

(a) has to be in writing but need not be signed.

(b) has to be in writing and signed by the members of the arbitral tribunal.

(c) may be oral.

(d) none of the above.

GROUP-C

5. Answer any 2 (*two*) questions : $2 \times 5 = 10$

(i) Discuss the provisions about "effect of acknowledgement in writing" as per Limitation Act, 1923.

(ii) Describe the circumstances and conditions under which a payment of interest or a part payment of the principal amount by or on behalf of debtor extends the period of limitation.

(iii) Discuss the provisions for suits, etc, for which the prescribed period is shorter than the period prescribed by the Indian Limitation Act, 1908.

6. From the four options given against each of the following questions, select the best/ correct option and write in the answer sheet. $5 \times 2 = 10$

(i) The period of limitation for filing a suit for plaintiff for money payable to the plaintiff for money found to be due from the defendant to the plaintiff on accounts stated between them is

- (a) 1 year
- (b) 3 years
- (c) 6 years
- (d) 2 years.

(ii) The period of limitation for filing a suit for specific performance of a contract is

- (a) 1 year
- (b) 18 months
- (c) 2 years
- (d) 3 years.

- (iii) The period of limitation for filling a suit for setting aside an award or getting an award remitted for reconsideration is
- (a) 15 days
 - (b) 30 days
 - (c) 1 year
 - (d) 3 years.
- (iv) The Limitation Act, 1963 applies to
- (a) the whole of India except the State of Jammu and Kashmir
 - (b) the whole of India including the State of Jammu and Kashmir
 - (c) the whole of India except the North-Eastern States of India
 - (d) the whole of India except the State of Jammu and Kashmir and the North-Eastern States of India.
- (v) Section 3, Limitation Act, 1963 does not apply to
- (a) suits
 - (b) appeals
 - (c) application
 - (d) execution.

GROUP-D

7. Answer any 2 (*two*) questions : $2 \times 5 = 10$
- (i) What is meant by 'partial disablement' and 'wages' as per Workmen's Compensation Act, 1923 ?
 - (ii) Describe the method of calculating wages.
 - (iii) What is the procedure to be followed by commissioner for distribution of compensation ?
 - (iv) Describe the provisions to be followed to serve notice of an accident for preferring claim to compensation.

GROUP - E

8. Answer any 2 (*two*) questions : $2 \times 5 = 10$
- (i) What is meant by 'Works Contract' as per Tripura Value Added Tax Act, 2004.
 - (ii) Mention different classes of officers authorized to assist as per Rule-8 of Tripura Value Added Tax Rules. How they are delegated with power to be executed by them ?

- (iii) Mention some of the goods kept outside Tripura Value Added Tax (TVAT) and taxable at the first point of sale within Tripura at such rates as may be specified by the Government time to time.
- (iv) Describe the provisions for submitting appeal to the Tripura Value Added Tax Tribunal against an order passed by the competent authority.